Va. Law Rev. 583. By the Acts of Assembly 1920, page 427, the innocent owner is now afforded some degree of protection by virtue of an amendment to the Act of 1918. Thus the drastic means first employed to combat the illegal transportation of liquor, resulting in a hardship upon innocent vehicle owners, in many instances has been modified so that in operation it now resembles similar statutes in other States and is on a plane with the Volstead Act.

LANDLORD AND TENANT—MORTGAGE SALE PURCHASER ACCEPTING RENT AFFIRMS TENANT'S LEASE.—The defendant leased property for a term of three years with an option to renew for seven years. There was a mortgage upon the property at the time the lease was made. The lease required due notice from the defendant of his intention to renew. The mortgagee purchased the property at a foreclosure sale, took an assignment of the lease, and received rents for a year from the defendant. The mortgagee then sold the property, assigning the lease, to the plaintiff who was at that time a subtenant of the defendant, holding with knowledge of the defendant's option. The defendant gave due notice to the plaintiff of his intention to renew the lease for seven years. Thereupon the plaintiff sought by legal proceedings to dispossess the defendant. No rent was due and no covenants broken. *Held*, defendant was entitled to possession until the expiration of the ten year period. *Curry* v. *Bacharach Quality Shops* (Pa.), 114 Atl. 818.

The rule of the common law is well established, that the mortgagor cannot without the consent of the mortgagee, execute a lease that will prevail against the mortgagee, and the entry of the mortgagee puts an end to the lease. *Keech* v. *Hall*, 1 Doug. 21, 99 Eng. Rep. R. 17. The mortgagee may recover in ejectment (without giving notice to quit) against a tenant who claims under a lease from the mortgagor granted after the mortgage, without the privity of the mortgagee. *Thunder* v. *Belcher*, 3 East 449, 102 Eng. Rep. R. 669; *Barelli* v. *Szymanski*, 14 La. Ann. 47; *Oakes* v. *Aldridge*, 46 Mo. App. 11; *Cummings* v. *Rosenberg*, 27 N. Y. Supp. 134; *Alvord* v. *Carver*, 31 Tex. Civ. App. 607, 72 S. W. 869. This general rule is sometimes qualified by the provision that in the absence of equitable grounds in favor of the lease, a foreclosure of a mortgage made prior to a lease terminates the lease. *Mercantile Trust Co.* v. *Sunset Road Oil Co.*, 176 Cal. 461, 168 Pac. 1037. Again the termination has been held absolute, but operative only after the lapse of the time allowed for redemption. *Chadbourn* v. *Rahilly*, 34 Minn. 346, 25 N. W. 633.

If the mortgagee, on entry for condition broken, receives rent from a tenant of the mortgagor, the relation of landlord and tenant will be thereby created between them. The mere receipt of rent, however, will not revive the original tenancy for the entire unexpired term of the lease, but only from year to year. *Doe ex dem. Hughes* v. *Bucknell*, 8 Car. & P. 566, 34 E. C. L. 527; *Thunder* v. *Belcher, supra; Gartside* v. *Outley*, 58 Ill. 210, 11 Am. Rep. 59.

An assignment of a lease is not sufficient to create the relationship of landlord and tenant without an attornment. *Oswald* v. *Mollett*, 29 Ill.

App. 449. Any act of the tenant whereby he recognizes a change of the party to whom rent is due is an attornment; the payment of rent is sufficient to establish the relation. *Mackin* v. *Haven*, 187 Ill. 480, 58 N. E. 448; *Kimball* v. *Lockwood*, 6 R. I. 138.

It has been held in Pennsylvania that foreclosure does not *ipso facto* terminate the lease, but that the purchaser at the foreclosure sale has the right to affirm or disaffirm the lease. *Farmers' and Mechanics' Bank* v. *Ege*, 9 Watts (Pa.) 436, 36 Am. Dec. 130; *Duff* v. *Wilson*, 69 Pa. St. 316. And notice is necessary to terminate the tenancy of a tenant holding under a lease subsequent to the mortgage. *Hemphill* v. *Tevis*, 4 Watts & S. (Pa.) 535. Attornment is not necessary in Pennsylvania. An attornment when made is not the initiation of a new lease, but merely the tenant's assent to the landlord's alienation, the lease being untouched in other respects. *Tilford* v. *Fleming*, 64 Pa. St. 300.

MASTER AND SERVANT—AUTOMOBILES—LIABILITY OF PARENT FOR SON'S NEGLIGENT DRIVING.—The defendant allowed her son, who resided with and was a member of her family, the use of her automobile. The son, while driving with his wife, negligently injured the plaintiff, who brought an action for damages. It was not alleged that the son was the agent or servant of the defendant in operating the car, but that he was a member of the family who was permitted the use of it. *Held*, defendant is not liable. *Norton* v. *Hall* (Ark.), 232 S. W. 934.

It is well settled that an automobile is not a "dangerous agency", so as to make its owner liable for injuries to travellers inflicted while being driven by another, irrespective of the relationship of master and servant, or principal and agent. *Jones* v. *Hoge*, 47 Wash. 663, 92 Pac. 433, 14 L. R. A. (N. S.) 216, 125 Am. St. Rep. 915.

A direct conflict of authority exists concerning the advisability of applying what is known as the "family purpose" doctrine, which holds that when the head of the family supplies an automobile for the use and pleasure of the family, those members using the automobile, even for their own personal pleasure, become the agents of the head of the family in furtherance of the purpose for which the automobile was furnished. A number of courts apply this doctrine, holding the owner liable, and it seems to be the modern tendency. *Plasch* v. *Fass*, 44 Minn. 44, 174 N. W. 438, 10 A. L. R. 1446; *Miller* v. *Weck*, 186 Ky. 552, 217 S. W. 904. Others, however, including the Virginia courts, refuse to hold the owner liable unless there was some relation of agency besides the mere membership in the family. *Blair* v. *Broadwater*, 121 Va. 301, 93 S. E. 632, L. R. A. 1918A, 1011; *Pratt* v. *Cloutier*, 119 Me. 203, 110 Atl. 353, 10 A. L. R. 1434.

Some courts draw a distinction between cases where the driver is using the car for his own purposes and those where he is driving other members of the family. The presence of other members of the family in the car creates an agency, so as to make the head of the family liable. *McNeal* v. *McKain*, 33 Okla. 449, 126 Pac. 742, 41 L. R. A. (N. S.) 775 and note; *Smith* v. *Jordan*, 211 Mass. 269, 97 N. E. 761.

It is submitted that there are undoubted practical considerations in